

USA 2024 Breeding Contract

Stolen Identity, ApHC, 667436

CSI Partnership (Stallion Owners)

3415 14th Str NW ♦ West Fargo, ND 58078

701-238-0737 ♦ smithshowhorses@aol.com

Subject to the other terms and conditions of this Agreement, Stallion Owner will ship semen from Stolen Identity to the Mare Owner named below (2.1) for the sole purpose of inseminating mare listed below.

1. STALLION INFORMATION:

1.1 Stolen Identity, 2011, ApHC, Stallion, Registration Number, 667436 Appaloosa Horse Club (ApHC)

2. MARE INFORMATION:

2.1 Mare Owner _____ (mare owners name)
_____ (street address), _____ (city), _____ (state), _____ (zip)

Registered name of mare: _____

Breed Registry _____, Registration Number, _____ Year foaled: _____

Mare's Sire _____ Mare's Dam _____

Is Mare currently in foal? Yes/No Anticipated foaling date? _____

3. MARE OWNER'S REPRESENTATIONS AND WARRANTIES

- 3.1 Mare's Health and Breeding Soundness.** Mare Owner represents and warrants that except as noted below, Mare is breeding sound and will continue to be in such condition at the time of all inseminations. Mare owner has secured suggested tests for genetic defects.
- 3.2 Mare Owner's Use of Semen.** Mare Owner agrees that all semen shipped shall be used for the sole purpose of inseminating Mare. Mare Owner understands and agrees that other uses, such as inseminating an equine other than Mare, are material breaches of this Agreement and will terminate all rights of Mare Owner and obligations of Stallion Owner, unless stallion owner provides specific changes in writing.
- 3.3 Mare Owner Must Notify Stallion Owner** of any required permits needed by the state the Mare owner resides in.
- 3.4 Mare Owner's Responsibility to Monitor Mare's Fertility.** Mare Owner understands that it is Mare Owner's sole responsibility to monitor Mare's heat cycles and ovulation and to order shipped semen from Stallion Owner See Section 7. In the event an unexpected order comes up, we will do everything we can to accommodate your request.
- 3.5 Mare Must Be Inseminated by Licensed Veterinarian or recognized Breeding facility.** Mare Owner understands Stallion Owner will only ship semen to a veterinarian licensed to practice in the state where Mare is located or a recognized breeding facility, unless other arrangements are approved. Insemination of Mare with shipped semen may only be performed by such person. Mare Owner will be solely responsible for all costs and expenses associated with insemination of Mare.
- 3.6 Recommended Pregnancy Testing.** At 14-16 days following each insemination of Mare, Mare Owner will arrange to have Mare checked for pregnancy. If Mare is determined to be in foal at the initial pregnancy check, Mare Owner should arrange to have Mare checked for pregnancy again at 30 days following the applicable insemination. All such pregnancy testing should be performed via ultrasound by a veterinarian licensed to practice in the state where Mare is located. Mare Owner is solely responsible for all costs and expenses associated with such pregnancy testing.
- 3.7 Fertility Testing.** If Mare is not in foal after 3 semen shipments, Mare Owner agrees to have Mare's reproductive status evaluated by a veterinarian licensed to practice in the state where Mare is located. Mare Owner understands that Stallion Owner is under no obligation to ship any additional semen until an evaluation is complete and a copy of the veterinarian's report is delivered to Stallion Owner. If Mare is unsuitable for breeding, the terms of Section 3.8 will apply.
- 3.8 Substitutions of Mare.** Mare Owner understands that regardless of the circumstances, Mare Owner may not substitute another equine for Mare without the advance written permission of Stallion Owner, and it will be in Stallion Owners' discretion whether to accept any substitute mare. If Mare becomes unavailable for breeding during the Breeding Season or dies before giving birth to a Live Foal and Stallion Owner does not approve the substitution of another mare, Stallion Owner will promptly refund the Breeding Fee (excluding Booking Fee or any shipping fees) paid by Mare Owner. If Mare Owner does not come up with an acceptable mare to complete the contract, no Breeding Fees will be returned to the mare owner and the contract will be considered completed.

3.9 Embryo Transfers. Mare Owner understands that transfer of any embryo resulting from semen shipped require Stallion Owner's advance written permission. Failure to obtain such permission prior to the transfer will void the limited live foal guarantee set forth in Section 11. If embryo transfers result in more than one pregnancy, Mare Owner must pay the Stallion Owner the Breeding Fee for each pregnancy.

4. BOOKING FEE

4.1 For this contract to be valid, Mare Owner must deliver a booking fee of \$300.00 (the "Booking Fee"). If Mare Owner fails to deliver the Booking Fee this contract will be null and void. The Booking Fee will be credited toward the shipping.

5. BREEDING FEE

5.1 Mare Owner agrees to pay a breeding fee of \$600 (Breeding Fee). Mare Owner understands and agrees that the Breeding Fee and Shipping Fee must be paid in full before Stallion Owner will ship any semen to Mare Owner. *Collection & Shipping Fee is included in initial payment, 2nd shipment and thereafter is \$350 unless. Onsite breeding fee \$600 plus \$15/day. Multiple and Returning mare discount.* (A second mare booked in the same year; or a Mare returning the year immediately following the initial breeding (current foaling Year).) **will receive a \$150 discount from advertised rate. Early Booking Fee \$500**

6. SEMEN COLLECTION AND SHIPPING

6.1 Upon proper notification from Mare Owner pursuant to Section 7. Stallion Owner agrees to use reasonable efforts to collect and ship Stallion's semen to the person specified in Section 15.3.

6.2 Preferred Collection and Shipping Days Stallion Owner's preferred days for semen collection and shipping are Monday, Wednesday, and Friday. It may be possible to collect on additional days, however, there is no guarantee we will be able to accommodate that request based on availability and schedule of the stallion.

6.3 Breeding Season Subject to the other specifications in this Section. Dates available for semen collection and shipping will begin on February 1, 2024 and end on July 1, 2024 (Breeding Season). Special arrangements may be made in special circumstances.

7. NOTICE REQUIRED FOR SEMEN SHIPMENT

7.1 When requesting semen collection and shipment, Mare Owner must notify the following party no less than 1 day prior to the date that Mare Owner would like a shipment sent. Mare Owner must confirm all requests for semen collection and shipment no later than 11:00 a.m. the day of the collection in Stallion Owner's local time zone. Mare Owner must provide a valid address for delivery in Section 15.3, if an unplanned order comes into play, we will do everything we can to accommodate the order. It happens. Call to find out if we can make it happen.

7.1.1 Mare Owner understands that Stallion Owner and Manager may not be able to honor service requests not made in accordance with the specifications in this section. Only the following methods of requesting semen shipment pursuant to this section will be honored:

Authorized Recipient for Shipment Requests: Gail Smith

Telephone Number: 701-238-0737 cell

8. DELIVERY SERVICE FOR SEMEN SHIPMENTS

8.1 Stallion Owner offers cooled semen shipment through Fed Ex unless otherwise designated. Frozen semen is available, but we require an earlier notice to arrange shipment.

9. AVAILABILITY OF STALLION FOR BREEDING

The following sections shall apply only in the event the Mare is not in foal the first year of breeding or covered in extension of the breeding contract in this section.

9.1 Stallion's Death, Injury or Illness; Poor Semen Quality. In the event, Stallion becomes unavailable for semen collection and shipment due to Stallion's death, injury or illness, or Stallion's semen is of poor quality or otherwise not viable for shipment, Stallion Owner or Manager will promptly notify Mare Owner.

9.2 Mare Owner's Options Mare Owner may request an extension of the breeding contract. If Stallion does not recover, the breeding fee will be returned less booking fee.

10. RESPONSIBILITIES UPON BIRTH OF FOAL

10.1 Mare Owner's Responsibilities Promptly upon Mare giving birth, Mare Owner shall notify Stallion Owner of the birth and provide Stallion Owner with such information and documentation as Stallion Owner may request.

10.2 Stallion Owner's Responsibilities. Upon receiving notice from Mare Owner pursuant to Section 10.1 that Mare has given birth to a Live Foal (as defined in Section 11) because of Mare's insemination with Stallion's semen, Stallion Owner will provide Mare Owner with a Breeding Certificate to register Mare's offspring with the ApHC, unless, Mare Owner has not fulfilled all of Mare Owner's obligations, including payment in full of all fees and providing documentation pursuant to Section 2.1.

11. LIMITED LIVE FOAL GUARANTEE

- 11.1 If Mare does not give birth to a Live Foal resulting** from insemination with Stallion's semen during the Breeding Season, Mare Owner will have the right to request semen shipments for Mare pursuant to Section 6 during the range of dates specified by Stallion Owner in the calendar year following the Breeding Season. A "Live Foal" is a newborn foal that stands and nurses without assistance and lives for a period of 24 hours or more after its birth.
- 11.2 Mare Owner's Notification Obligations.** If Mare aborts during her pregnancy or gives birth to a foal other than a Live Foal, Mare Owner must so notify Stallion Owner within 5 days of such abortion or birth or ASAP and promptly provide Stallion Owner with such documentation as Stallion Owner may request.
- 11.3 Conditions That Will Void the Live Foal Guarantee.** The following conditions will void the limited live foal guarantee. set forth in Section 11:
- Stallion becomes unavailable for breeding as described in Section 7 and Section 9 will apply.
 - Mare Owner's obligations pursuant to Section 10 are not fulfilled.
 - Mare Owner sells Mare to another party or 3rd party unless stallion owner agrees.

12. PAYMENT TERMS

- 12.1 Acceptable Forms of Payment** All payments due to Stallion Manager must be made pursuant to one of the following methods: Cash, Personal Check, PayPal, Money Order, Cashiers' Check
- 12.2 Payment Due Dates.** Mare Owner must pay the Booking Fee, the balance of the Breeding Fee and all fees due in full before Stallion Manager will collect or ship semen to Mare Owner.
- 12.3 Penalty for Returned Checks.** If any check issued by Mare Owner to Stallion Owner is returned for insufficient funds, Mare Owner must immediately pay Stallion Owner cash in the amount of the check, plus any bank charges that Stallion Owner may incur, as a result, of the returned check. **All checks made out to Gail Smith (breeding manager).**

13. MARE OWNER'S ASSUMPTION OF RISKS

- 13.1 Stallion Owner Is Not Responsible for Shipment or Collection Failures.** Mare Owner understands that if Mare Owner does not request semen pursuant to the specifications of Section 6 & 7 and/or Mare Owner has failed to fulfill obligations pursuant to, any portion of Section 3, Stallion Manager MAY not be able to ship semen to Mare Owner.
- 13.2 Mare Owner also understands** that Stallion Manager may be unable to collect viable semen from Stallion from time to time because of illness or other reasons, and therefore Stallion Owner may be unable to honor one or more particular shipment requests from Mare Owner. When demand for semen shipment exceeds available supply, as may occur from time to time during the busiest times of the Breeding Season, Stallion Owner will honor requests for shipment in the order in which they are received and as a result, Stallion Owner may be unable to honor shipment requests from Mare Owner.
- 13.3 Stallion Owner will use reasonable efforts** to deliver semen shipments in accordance with Mare Owner's requests that comply with the terms of Section 6 & 7; however, Stallion Owner cannot be responsible for delivery failures due to delivery service error, weather, war, acts of God or other circumstances beyond Stallion Owner's control. Mare Owner agrees to hold Stallion Owner, Stallion Owner's agents, employees, shareholders, directors, family members and contractors (collectively, the "Stallion Owner Parties") harmless for any damages, including special and consequential damages, occurring, in connection, with failure of collection or shipment of semen.
- 13.4 Stallion Owner Not Responsible for Risks of Breeding Mare.** Mare Owner understands that horse breeding is an inherently unpredictable activity, and that despite Stallion Owner's efforts, Mare may not be inseminated or become pregnant. Mare may become pregnant but not give birth, or Mare's foal may be stillborn, have defects or become ill, injured or die. Mare may also suffer injuries, illness or death, relating to insemination, pregnancy or foaling. Mare Owner assumes all such risks and agrees to hold the Stallion Owner Parties harmless for any damages, including special and consequential damages.
- 13.5 Stallion Owner Not Responsible for Genetic Traits or Conditions.** Mare Owner also understands that Mare's offspring may inherit one or more undesirable, **unknown genetic traits** or conditions from Stallion or Mare. This stallion has been *6 Panel tested and found to be negative.
***6 Panel test includes HYPP, GBED, HERDA, PSSM1, MH, and IMM**

14. CONTACT INFORMATION AND NOTICES

Notices must be in writing to the addresses below and will be delivered via a method that provides evidence of receipt.

14.1 Communication to Stallion Owner must be sent to:

Name: Mark and Gail Smith
Street Address: 3415 14th St NW
City, State, Zip: West Fargo, ND, 58078
Telephone Number: (888) 801-1685 Email: Smithshowhorses@aol.com

14.2 Communication to Mare Owner must be sent to:

Name: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: _____ Email: _____

14.3 Shipping Information for Semen:

Name: _____
Name of Veterinary Practice: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: _____

14.4 Changes of Address and/or Phone Numbers. Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change in address and/or phone numbers. If a party does not provide the other parties with notice of such changes, a notice delivered to the last address given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

15. ASSIGNMENT OR TRANSFER Except as specified in Section 3.8 no party may assign or transfer this Agreement without the prior written consent of the other parties.

16. ENTIRE AGREEMENT This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and agreed to by all parties. Mare owner assumes any risks and agrees to hold the Stallion Owner (s) Parties harmless for any damages, including special and consequential damages, relating to this Agreement.

17. GOVERNING LAW AND VENUE This Agreement shall be governed by the laws of North Dakota. The parties hereby agree that any legal action under the Agreement must be brought in Cass County, North Dakota.

18. ATTORNEYS' FEES AND OTHER EXPENSES In any legal actions, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). Section 18, "expenses" will include the following costs incurred the prevailing party(ies): attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Stallion Owner:
Signed: Gail R Smith
Name (printed): Gail R Smith
Date: _____

Mare Owner:
Signed: _____
Name (printed): _____
Date: _____

Please include a copy of registration papers

Collection and Shipping Fee Costs

Shipping and Collection, per Federal Express shipment
\$350.00 collection and shipping will apply with all Futurity Breeding Purchases

On Site Breeding Costs

Board and mare care \$15/day (\$400/month. Any related Veterinary Bills will be billed directly to the Mare Owner

****If Mare Owner Buys A Breeding Service from Any Stallion Service Auction
Booking Fee Will Be Applied to Collection & Shipping***

It is our goal to get your mare settled in the timeliest manner.

We appreciate your business, and we take our commitment to you seriously.

Thank you for including us in your breeding decision.